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2
3 UNITED STATES DISTRICT COURT
4 FOR THE SOUTHERN DISTRICT OF NEW YORK
5

6 Case No.: 1:16-CV-05654

7 UNDERDOG TRUCKING, LL.C, and
8

THIRD AMENDED COMPLAINT

9 REGGIE ANDERS,

10 Plaintiffs,

11 vs.

12 VERIZON COMMUNICATIONS
13

14 INC., CELLCO PARTNERSHIP D/
15

16 B/A VERIZON WIRELESS,

17 REVEREND AL SHARPTON,

18 NATIONAL ACTION NETWORK,
19

20 DOES 1 THROUGH 9,

Defendants.
21

22 **THIRD AMENDED COMPLAINT**

23 I Reggie Anders, one of the Plaintiffs in this matter do
24 hereby solemnly swear and state as follows:
25

26
27 NOW INTO COURT, through undersigned counsel, come Plaintiffs,
28 Underdog Trucking, LLC and Reggie Anders, against Defendants,

1 VERIZON COMMUNICATIONS INC., CELLCO PARTNERSHIP, LL.C d/b/a
2 VERJZON WIRELESS ("Cellco"), the REVEREND AL SHAPTON, NATIONAL
3 ACTION NETWORK, Defendants Does 1 through Does 9, and their
4 insurers (collectively Defendants) respectfully avers as
5 follows:
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7 **JURISDICTION**
8

9 1.Jurisdiction of this Court arises under 28 U.S.C. § 1332,
10 a case in which plaintiffs, citizens of the state of Arizona
11 Defendants, citizen of various other states and the amount in
12 damages is more than \$75,000 is a diversity of citizenship case,
13 and pursuant to 28 U.S.C. § 1367 (Supplemental Jurisdiction) for
14 pendent state law claims.
15

16 2.Jurisdiction is proper in this case because this is a
17 case of breach of contract and also conduct by defendant's which
18 resulted in losses and damages to the plaintiff.
19

20 3.Venue is proper in this Court as the contract which is
21 the cause of this litigation, was entered into in the State of
22 New York, the defendants conduct business in the State of New
23 York and the second and third defendants are citizens of the
24 state of New York.
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1 **PARTIES**

2 4.Plaintiffs herein (hereinafter also collectively referred
3 to as "Plaintiffs") are:

4 A. UNDERDOG TRUCKING, LLC (hereinafter also referred to
5 "Underdog Trucking" or "Underdog Trucking" or "UT"), a Limited
6 Liability Company organized under the laws of the State of
7 Louisiana, licensed to do business and doing business in the
8 State of Louisiana, and having in principal place of business in
9 Gilbert, State of Arizona.
10

11 B.REGGIE ANDERS (hereinafter also referred to "Anders"), a
12 natural person of the full age of majority, and having his
13 principal place of residence in Gilbert, State of Arizona and
14 the owner of Underdog Trucking.
15

16 5. Defendants herein (hereinafter also collectively
17 referred to as "Defendants") are the following:
18

19 A. VERIZON COMMUNICATIONS INC. (Verizon) is a Delaware
20 corporation headquartered in New York. Verizon's consumer
21 wireline segment, Verizon Telecom, is one of the nation's
22 largest providers of wireline telecommunications services,
23 including both video and broadband services as well as bundles
24 that contain those products.
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1 B. CELLCO PARTNERSHIP d/b/a Verizon Wireless (Cellco) is a
2 Delaware general partnership headquartered in Baskin Ridge, New
3 Jersey, and doing business nationwide including New York City,
4 NY and is the nation's largest provider of wireless services.
5 Verizon Wireless is a joint venture owned by Verizon
6 Communications Inc. B. Cellco Partnership, is a joint venture
7 between Verizon Communications Inc. (hereinafter "Verizon"),
8 which owns 55% interest and Vodafone Group , which owns a 45%
9 interest. The partnership interest of Verizon as described above
10 is held of record on behalf of Verizon Communications Inc. by
11 certain subsidiaries of Verizon Communications Inc. Consisting
12 of Bell Atlantic Cellular Holdings, L.P., NYNEX PCS Inc., PCS CO
13 Partnership, GTE Wireless Incorporated and GTE Wireless of Ohio
14 Incorporated.
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19 C. REVEREND AL SHARPTON is an individual residing in New
20 York, New York. Reverend Sharpton is the founder and President
21 of Defendant National Action Network, Inc.
22

23 D. NATIONAL ACTION NETWORK INC. (hereinafter "NAN", is a
24 New York not-for-profit corporation, with its principal place of
25 business in Harlem, New York. National Action Network also has a
26 regional chapter that has an office, is registered to do
27 business and operates in Maricopa County, Arizona.
28

1 6. DOES 1 THROUGH 9. The true names or capacities, whether
2 individual, corporate, associate or otherwise, of the Defendants
3 named herein as Does 1 through 19 are unknown to Plaintiffs, who
4 therefore sue said Defendants by such fictitious names, and
5 Plaintiffs will amend this complaint to show their true names
6 and capacities when the same have been ascertained.
7

8 7. Reggie Anders, doing business as UT, had a long standing
9 dispute with Cellco, d/b/a Verizon spanning several years from
10 2006 to 2013 which included a discrimination lawsuit that was
11 eventually dismissed.
12

13 8. Somewhere in 2013, Plaintiff Reggie Anders, contacted
14 his Reverend, David Wade, after he felt that said lawsuit
15 aforesaid was unfairly dismissed in 2013. Rev. David Wade had
16 his attorney, Benjamin Taylor; take a look the lawsuit to offer
17 a second opinion.
18

19 9. After speaking with several Reverends and getting their
20 support, Reverend David Wade had his attorney Benjamin Taylor,
21 sent defendants Verizon and Cellco a demand letter stating if
22 this situation was not resolved, that the community of Reverends
23 would call for a boycott against Verizon with Reverend Al
24 Sharpton leading the charge.
25

26 10. Verizon's Attorney's Raymond McGuire and Kristina
27 Hammond contacted Benjamin Taylor and discussed the issues with
28

1 him, they asked that he give them a week to bring this to
2 Verizon before the Reverends went to the press regarding the
3 treatment of Reggie Anders and his company, UT.
4

5 11. After a few weeks, Benjamin Taylor hadn't heard
6 anything from Verizon or their attorneys Ray McGuire and
7 Kristina Hammond. Reggie Anders and the group of Reverends then
8 proceeded to organize against Verizon and get Al Sharpton and
9 other Civil Rights Activists on board.
10

11 12. Unbeknownst to Reggie Anders, Al Sharpton had been paid
12 hush money by Verizon for years. Had Reggie Anders been aware of
13 this conflict of interest he would never have gotten Al Sharpton
14 involved because his Reverend, David Wade had already spoken
15 with Jesse Jackson who was willing to help in the same manner.
16

17 13. In July of 2014, David Wade contacted the chairman of
18 the National Action Network (N.A.N), Franklyn Richardson
19 regarding the issues that Reggie Anders and his company,
20 Underdog Trucking LL.C had with Verizon and gave him all the
21 details of the case.
22

23 14. Franklyn Richardson told David Wade that Al Sharpton
24 handled this kind of situation all the time.

25 15. After speaking with Al Sharpton, Mr. Richardson told
26 reverend, David Wade, that Mr. Sharpton would take the case for
27 a fee of \$16,000.00.
28

1 16. Mr. Richardson, as an agent and employee of Al Sharpton
2 and NAN, said that in exchange for the payment of \$16,000, Al
3 Sharpton and NAN would ensure that Al Sharpton would do
4 everything in his power to seek justice for the plaintiffs by
5 doing whatever was necessary to rectify the injustice done by
6 Verizon by its discrimination against and specifically through
7 his TV show on MSNBC "Politics Nation"; his nationally
8 syndicated radio show "Keepin' it Real with Al Sharpton"; press
9 conferences as well as mediation with Verizon Communications.
10

11
12 17. Reggie Anders and David Wade agreed to meet at the
13 headquarters of the National Action Network in New York on
14 August 28, 2014 to exchange the money and go over the details
15 involving the case and solidify the plan on how to move forward.
16

17 18. At the meeting on August 28, 2014, Reggie Anders handed
18 Reverend, David Wade the \$16000.00 who handed the money to
19 Franklyn Richardson and Al Sharpton, both present and both
20 promising to carry their part of the bargain aforesaid in
21 paragraph 16 above.
22

23 19. Reggie Anders, Rev. Wade, Al Sharpton, Franklyn
24 Richardson and Michael Hardy, attorney for Al Sharpton and the
25 National Action Network, then had a 45-minute-long meeting on
26 what Al Sharpton would do.
27
28

1 20. Al Sharpton said he would arrange a meeting with the
2 CEO of Verizon and address the issues regarding Reggie Anders'
3 treatment by Verizon, and if that didn't get any results then he
4 would make a lot of noise via his media programs exposing them
5 for the discriminatory and racists practices against Reggie
6 Anders and Underdog Trucking.
7

8 21. After about 4-6 weeks of not hearing anything from Al
9 Sharpton, Reverend, David Wade and Reggie Anders contacted
10 Franklyn Richardson, the chairman of National Action Network.
11 Franklyn Richardson said he had good news, Al Sharpton was at
12 the White House the day before and that Al Sharpton and the Vice
13 President of Verizon had a discussion regarding the case and
14 that a meeting was planned for later that week.
15

16 22. After another week, Reggie Anders contacted Michael
17 Hardy, and he said that they were supposed to have a meeting but
18 he did not have any details. He told Reggie Anders to contact
19 him every week and he would keep Reggie Anders updated about
20 what was going on with the case.
21

22 23. This went on for months. Reggie Anders called the
23 National Action Network and Michael Hardy, and they would just
24 keep giving different stories, nothing concrete about who they
25 met with or what was discussed.
26
27
28

1 24. Reggie Anders realized they were stringing him along
2 and had no real concern for getting the work done as agreed.
3 Michael Hardy would name alleged meetings, but gave no details
4 as to who Al Sharpton met with or what they discussed.
5

6 25. Reggie Anders Started making inquiries about what may
7 have happened because he felt something was not adding up. The
8 character, urgency motivation on the part of Reverend Al.
9 Sharpton and NAN officials had suddenly disappeared and there
10 was a clear disinterest in the matter of the agreement on the
11 part of Rev. Al Sharpton and NAN.
12

13 26. When the New York Post article on January 4, 2015 was
14 published, David Wade and Reggie Anders were concerned that
15 Verizon was mentioned in the article in regards to its
16 relationship with Al Sharpton. The article reported that several
17 large corporations including Verizon had given Mr. Sharpton over
18 \$1 million for his birthday. It was hush money to keep quiet
19 about the discriminatory and racists practices at their
20 respective companies.
21

22 27. After making some inquiries, Reggie Anders learnt from
23 sources that Al Sharpton and NAN had received some payments from
24 Verizon and/or Cellco that could not be explained and which
25 seemed to coincide with the sudden disinterest in the subject of
26 the agreement on the part of NAN and AL Sharpton.
27
28

1 28. At the point Reggie Anders called Verizon's attorney,
2 Raymond McGuire to let him know he felt that Verizon was in
3 cahoots with Al Sharpton. Anders made him aware of the New York
4 Post article citing his client in a January 4, 2015 titled "How
5 Sharpton gets paid to not cry 'racism' at corporations, Verizon,
6 and while on the phone Mr. McGuire pulled up the article and
7 began to read it aloud. He then said "this doesn't look good."
8 He said he would speak with his client, Verizon and would get
9 back with Anders. Anders did not hear back from Raymond McGuire
10 again.
11
12

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14 29. Plaintiffs have grounds to believe that Verizon and
15 Cellco were aware of the contract between Plaintiffs, Al
16 Sharpton and NAN because Al Sharpton and NAN officials clearly
17 told Reggie Anders that Verizon and NAN had been made aware of
18 the contract and secondly, Reggie Anders had told Mr. Raymond
19 McGuire, Counsel for Verizon and Cellco about the contract and
20 Mr. Raymond McGuire had clearly said that he would discuss the
21 matter with Verizon and Cellco.
22
23

24 30. The behavior of Cellco and Verizon after this
25 revelation including the payment of the hush money to Al
26 Sharpton and NAN is a clear indication that Verizon and Cellco
27 were indeed aware of the existence of the contract
28

1 31. Al Sharpton became belligerent when Reggie Anders
2 brought the NY Post article to his attention and questioned his
3 conflict of interest.

4 32. Al Sharpton began insulting Reggie Anders and David
5 Wade saying they were "punks" for believing that because people
6 write about him all the time.

7 33. David Wade and Al Sharpton got into a heated argument
8 because of the insults Al Sharpton was hurling. After everything
9 calmed down, Al Sharpton assured them that he would do whatever
10 was necessary to get satisfaction on Reggie Anders behalf, but
11 that it would take time.

12 34. Al Sharpton and NAN officials instructed Reggie Anders
13 to call the National Action Network every week, just to get the
14 runaround.

15 35. Reggie Anders was told of meetings that never occurred
16 and nothing ever materialized. There was never any proof shown
17 that they had done anything other than an email stating that
18 Verizon had assigned someone from their procurement group to
19 settle the issue. Nothing transpired from that either and this
20 went on for over a year.

21 36. After Reggie Anders and Reverend Wade would call to
22 complain to Franklyn Richardson, they would get several calls
23 from Al Sharpton saying they should get ready to fly to New York
24

1 to meet with someone from Verizon and each time he would call
2 back to cancel and "reschedule".

3 37. Another time Al Sharpton called to ask Reggie Anders if
4 he would be willing to go back to work with Verizon. Anders said
5 yes, he would. Nothing transpired from that either.
6

7 38. Rev David Wade and Reggie Anders called Frankly
8 Richardson and told him that they had been strung along for
9 years and that nothing had transpired. At that point Reggie
10 Anders ceased all contact with the National Action Network.
11

12 39. Franklyn Richardson proposed to refund the \$16,000.00
13 back. It was at that point that Reggie Anders decided to sue Al
14 Sharpton because of his conflict of interest and the much
15 greater losses than just the \$16,000.
16

17 40. Reverend Al Sharpton had no intention of representing
18 Reggie Anders and was instead conspiring with Verizon to string
19 Reggie Anders along until he would give up and still keep the
20 \$16,000.
21

22 41. As a matter of fact, Anders had incurred losses which
23 were much greater than the \$16,000.00 through travel costs,
24 organizing costs, missed business opportunities, lost income,
25 costs of frequent stays in New York City in pursuance of the
26 contract and other miscellaneous costs not specifically
27
28

1 categorized but which will be more clearly tabulated and claimed
2 in this suit.

3 42. Al Sharpton and NAN were in breach of the oral contract
4 by failing to do their part after the plaintiffs performed their
5 part in entirety.
6

7 43. Reggie Anders became aware that Verizon and Cellco
8 partnership had entered into a conspiracy where they paid off
9 the National Action Network and Al Sharpton to shut up and not
10 pursue the subject grievances.
11

12 44. Raymond McGuire made Anders understand that Verizon was
13 very aware of Anders' grievances and Reggie informed Mr. McGuire
14 of the fact that something was being worked out with certain
15 reverends to organize boycotts and other activities which would
16 shed negative light on Verizon.
17

18 45. Reggie Anders is aware of payments made by Verizon to
19 Al Sharpton and the National Action Network specifically to
20 frustrate the contract between Al Sharpton and Reggie Anders.
21

22 46. Reggie Anders made multiple trips to New York City in
23 pursuance of this oral contract including paying for hotel
24 rooms, transportation and other expenses over a long period of
25 time.
26
27
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1 47. Reggie Anders also missed many business opportunities
2 and his business suffered losses because of his frequent absence
3 in pursuance of this contract between himself Al Sharpton
4

5
6
7 **FIRST CAUSE OF ACTION**

8 **(Breach of Contract by defendants Al Sharpton and NAN)**

9 48. Plaintiffs re-allege and incorporate by reference each
10 and every allegation set forth in Paragraphs 1-47 above.
11

12 49. On August 28th, 2014, Reggie Anders and Underdog entered
13 into an oral contract in which Al Sharpton and National Action
14 Network agreed they would contact Verizon and Cellco to settle a
15 dispute out of court and if the settlement did not occur, use Al
16 Sharpton's Radio and television shows to bring negative public
17 attention to discriminatory practices of Verizon and Cellco. In
18 Exchange, Reggie Anders and Underdog would pay Al Sharpton and
19 National Action Network \$16,000.
20

21 50. Al Sharpton and National Action Network did not perform
22 any part of their obligations under the contract therefore
23 causing losses and damages to the plaintiffs.
24

25 51. Cellco and Verizon were aware of the contract aforesaid
26 in paragraph 16 and motivated by their desire to suppress the
27 potential for negative public revelation, took active steps to
28

1 conspire with Al Sharpton and the National Action Network to
2 scuttle it by means of corruption.

3 52. As a result of the breach of contract and the
4 conspiracy described, plaintiffs suffered liquidated and
5 liquidated losses and damages to the tune of more than
6 \$1,750,000.
7

8 53. At some time, presently unknown to Plaintiffs, and
9 continuing, on information and belief, to the present, Does 1-9
10 knowingly and willingly conspired and agreed with defendants to
11 engage in a scheme to breach Reggie Anders' agreement with Al
12 Sharpton.
13

14 54. Defendants did the acts and things alleged pursuant to,
15 and in furtherance of, the conspiracy and above-alleged
16 agreement.
17

18
19 **SECOND CAUSE OF ACTION**

20 **(Tortious interference with a contract) [Against Defendants**
21 **Verizon and Cellco]**

22 55. Plaintiffs allege and incorporate by reference each and
23 every allegation set forth in Paragraphs 1-54 above.
24

25 56. The Plaintiffs had a valid contract between themselves
26 and Al Sharpton and NAN. Plaintiffs and Al Sharpton and National
27 Action Network had an existing a contract. [See paragraph 16].
28

1 57. Verizon and Cellco knew of the existence of the
2 contract. [See Paragraph 28 - 30].

3 58. Defendants Verizon and Cellco intentionally procured
4 the breach of that contract by paying unknown sum of money to Al
5 Sharpton and NAN, which payment or payments were made solely out
6 of malice and Verizon and Cellco by making the payment or
7 payments did so dishonestly, unfairly and improperly with the
8 desire to cause a breach of the contract and for no other
9 reason.
10

11 59. As a result of the breach of contract, which could
12 breach could not have occurred but for the improper, unfair,
13 dishonest and wrong payments made by Verizon and Cellco to NAN
14 and Al. Sharpton, the Plaintiffs suffered injury in the form of
15 financial losses and loss of business opportunities and other
16 unliquidated damages. [see paragraph 41].
17

18 60. As a result of defendants Verizon and Cellco tortious
19 interference of a contract, plaintiffs are entitled to relief in
20 the form general and special damages and full restitution and/or
21 disgorgement of all payments, compensation and benefits which
22 may have been obtained by any or all the defendants as a result
23 of such actions, including the imposition of a constructive
24 trust over the proceeds of such actions.
25
26

27 **PRAYER FOR RELIEF**
28

1 WHEREFORE, the Plaintiffs respectfully pray that the Court
2 enter judgment in their favor and award them the following
3 relief:

- 4 a.Recovery of \$16000
5 b.Recovery of \$1, 750, 000 in General Damages;
6 c.Any other Liquidated damages
7 e.Compensatory damages;
8 f. Full restitution and/or disgorgement of all payments,
9 compensation and benefits which may have been obtained by any or
10 all the defendants as a result of tortious interference with a
11 contract, including the imposition of a constructive trust over
12 the proceeds of such actions.
13 g.Pre- and post-judgment interest; and,
14 h.Any and all other legal and/or equitable relief to which
15 Plaintiffs are entitled.

16
17
18
19 DEMAND FOR TRIAL BY JURY

20 Come now the Plaintiffs, Reggie Anders and Underdog
21 Trucking, LL.C., by counsel, and request a trial by jury on all
22 issues deemed so triable.
23

24
25 Respectfully submitted this 2nd day of March , 2017.

26
27 s/japheth n. matemu
28

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15 CERTIFICATE OF SERVICE

16 I hereby certify that an exact and true copy of the
17 foregoing has been filed electronically on this 3rd day of
18 March, 2017. Notice of this filing will be sent to all parties
19 via ECF:
20
21
22
23

24 Dated this 3rd of March 2017

25 s/japheth n. matemu

26 Japheth N. Matemu
27
28